

PATENT 6057-54101

#### E UNITED STATES PATENT AND TRADEMARK OFFICE

First Named Inventor: Jens Meggers
Patent Number: 6,968,012
Issue Date of Patent: 11-22-2005
Application Number: 09/970,059
Filing or 371 (c) Date: 10-02-2001

Title of Invention:

METHODS FOR ENCODING DIGITAL VIDEO FOR DECODING ON LOW PERFORMANCE DEVICES

Atty. Dkt. No: 6057-54101

\*\*\*\*CERTIFICATE OF MAILING\*\*\*\*

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date indicated below.

B. Noël Kivlin

Printed Name

Signature

Date

# TRANSMITTAL OF POWER OF ATTORNEY AND NOTICE OF CHANGE OF ADDRESS

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

Please find attached a Power of Attorney with regard to the above-identified patent application. Applicant respectfully requests the Commissioner to change the correspondence address for the above identified patent application. The old correspondence address was:

BERKELEY LAW & TECHNOLOGY GROUP, LLP 17933 NW Evergreen Parkway, Suite 250 BEAVERTON OR 97006

The new correspondence address is:

Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. P.O. Box 398 Austin, Texas 78767-0398 (512) 853-8840 Customer ID #35690 If there are any questions regarding this matter, please contact me at the telephone number provided below.

Respectfully submitted,

B. Noël Kivlin Reg. No. 33,929

Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. P.O. Box 398
Austin, TX 78767-0398
(512) 853-8800
Date: 12-16-2-2

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## United States Patent and Trademark Office





#### Assignments on the Web > Patent Query

# **Patent Assignment Abstract of Title**

NOTE:Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.

**Total Assignments: 2** 

Patent #: 6968012

Issue Dt: 11/22/2005

**Application #: 09970059** 

Filing Dt: 10/02/2001

**Inventor:** Jens Meggers

Title: METHODS FOR ENCODING DIGITAL VIDEO FOR DECODING ON LOW PERFORMANCE DEVICES

Assignment: 1

Reel/Frame: 012548/0882

Recorded: 02/08/2002

Pages: 3

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: MEGGERS, JENS

Exec Dt: 01/21/2002

Assignee: FIREPAD, INC.

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Assignment: 2

Reel/Frame: 019044/0752

Recorded: 03/21/2007

Pages: 4

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: FIREPAD, INC.

Exec Dt: 07/18/2005

Assignee: WIMAXIMUM, LLC

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Search Results as of: 11/30/2007 12:49 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.0.1

Web interface last modified: April 20, 2007 v.2.0.1

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Exhibit B

# **ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Firepad, Inc., a Delaware corporation with an office at 3187-D Airway Avenue, Costa Mesa, CA 92626, ("Assignor"), does hereby sell, assign, transfer and convey unto WiMaximum LLC, a Nevada limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119 ("Assignee") or its designees, all of Assignor's right, title and interest in and to the following (collectively "Patent Rights"): (a) the patent applications and patents listed below; all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; provisional patent applications that are or shall be continuations or continuations in part of such patents and applications; and foreign counterparts to any such patents and applications, including, without limitation, certificates of invention, utility models, or other governmental grants; (b) the rights to all inventions and discoveries described in such patents and applications; (c) all rights to apply in any or all countries (or patent treaties, conventions or other agreements) throughout the world for patents, certificates of invention, utility models, or other governmental grants related to the any of the foregoing categories (a) and (b); and (d) all right, title and interest in and to all causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the patents and applications listed below and/or under or on account of any of the foregoing categories (b) and/or (c) to (i) damages, (ii) injunctive relief, and (iii) other remedies of any kind for past, current and future infringement; and (e) all rights to collect royalties and other payments under or on account of any of the foregoing.:

Patent or Application No.	Country	Filing Date	Title and Inventor(s)
09/970,059	US	October 2, 2001	Methods for Encoding Digital Video for Decoding on Low Performance Devices
			Jens Meggers

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under

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Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at INVINE, CA

on July 18th 2005

**ASSIGNOR** 

By:

Name

Title: \_\_\_\_\_

(Signature MUST be notarized)

DINA MARTE WRI.
Coromission # 1508402
'Neral, Public — Chillomis
Orange County
My-Commin, Expires Aug 17,2006

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GENERAL ACKNOWLEDGMENT	
STATE OF CALIFORNIA & COUNTY OF	_}
on July 1974 2005	before me. Dina Marie Hill
	personally appeared
William Edward N	nitahell
name(e) is/are subscribed to the within same in his/her/their authorized capaci	ne on the basis of satisfactory evidence) to be the person(s)-whose instrument and acknowledged to me that he/she/they-executed the liv(lee); an that by his/har/their-signature(s)-on the instrument the which the person(s) acted, executed the instrument. WITNESS my  Onna Marie HRL Commission # 1508402 Notary Public — Celifornia Orange County My Comm. Explicit Aug 17, 2008
ATTENTION NOTARY; Although the information reanother document.	equested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.	Title of Document Type ABAIONMENT OF PAKENT Rights Number of Pages 1 Date of Document 1414 RIDS Signer(s) Other Than Named Above N/K

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WiMaximum LLC ("Assignee"), a Nevada limited liability company having a place of business at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119, states that it is the assignee of the entire right, title, and interest in and to the patent applications and/or patents identified in the Appendix ("the Patent Properties"). Assignee has attached, for the Patent Properties, the following documentary evidence of the chain of title and/or information specifying where documentary evidence of a chain of title from the original owner to the Assignee is recorded in the assignment records of the USPTO. See Appendix.

With respect to the Patent Properties and all provisionals, reissues, reexaminations, divisionals, continuations, continuations-in-part thereof (whether currently filed or not), the Assignee, pursuant to 37 C.F.R. §§ 1.36 and 3.71, hereby revokes all powers of attorney previously given and appoints

the practitioners associated with the Customer Number 35690

to act on Assignee's behalf before the United States Patent and Trademark Office. This appointment is effective only so long as these practitioners remain with the firm associated with the Customer Number listed above.

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the Patent Properties is to be conducted to the exclusion of the inventor(s).

The undersigned is a representative authorized to act on behalf of the assignee.

Assignee

WiMaximum LLC

2215-B Renaissance Drive, Suite 5

Las Vegas, NV 89119

Dated:

By:

Julia Ceffalo

Title:

Authorized Person

## APPENDIX

## **Issued Patents**

Patent Number	Title	Issue Date	Recordation Information
	METHODS FOR ENCODING DIGITAL VIDEO FOR DECODING ON LOW PERFORMANCE DEVICES	11/22/2005	Reel/Frame: 012548/0882 Assignor: MEGGERS, JENS Assignee: FIREPAD, INC.
			Reel/Frame: 019044/0752 Assignor: FIREPAD, INC. Assignee: WIMAXIMUM, LLC

### Applications

Application Number	Title	Riling Date	Recordation Information
11/190108	Methods for encoding digital video for decoding on low performance devices	7/25/2005	Reel/Frame: 0172830316 Assignor: MEGGERS, JENS Assignee: FIREPAD, INC.
			Reel/Frame: 017258/0854 Assignor: FIREPAD, INC. Assignee: WIMAXIMUM, LLC
11/469118	Methods for encoding digital video for decoding on low performance devices	08/31/2006	Reel/Frame: 019044/0767 Assignor: MEGGERS, JENS Assignee: FIREPAD, INC.
			Reel/Frame: 019044/0770 Assignor: FIREPAD, INC. Assignee: WIMAXIMUM, LLC